

# **Forest Lakes of Cocoa Cocoa, Florida**

**2019**

## **THE RULES WE LIVE BY**

Should a discrepancy or conflict exist between the rules and amendments listed in these “Rules We Live By” and the rules, regulations and amendments listed in our Condominium Documents, then those listed in our Condominium Documents will take precedence.

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## **FOREST LAKES OF COCOA, A CONDOMINIUM**

### **The Rules We Live By**

#### **DEFINITIONS:**

As used in these rules, unless the context otherwise requires:

A. Board. Board means the Board of Directors of Forest Lakes of Cocoa Condominium Association, or its authorized agents.

B. Developer. Developer means FOREST LAKES OF COCOA, LTD., a Florida Limited Partnership.

C. Guest. Guest means anyone visiting in the park for thirty (30) consecutive days or less or thirty (30) days total in any consecutive twelve (12) month period. If any person stays on a site more than thirty (30) consecutive days or thirty (30) days total in any twelve (12) month period, such person shall be considered a trespasser and must vacate the site or qualify as a resident.

D. Park. Park means the composite of all of the lots plus the common areas, facilities and buildings in the condominium.

E. Recreational Vehicle. Recreational vehicle or RV means a travel trailer or motor home as defined by Section 320.01, Florida Statutes, which has a complete bathroom and kitchen with built-in sanitary water and sewage plumbing extending from the built-in toilet, wash basin, shower or tub, and sink, to the exterior of the vehicle. RVs must also comply with applicable Travel Trailer Park (TTP) zoning.

F. Mobile Home. The term "mobile home" means a structure, transportable in one or more sections, which is 8 body feet, or more in width, over 35 body feet in length, built on an integral chassis, and designed to be used as a dwelling when

connected to the required utilities and includes the plumbing, heating, air-conditioning, and electrical systems contained therein.

G. Resident. Resident means any person who resides on a condominium unit gratuitously or as owner, lessee or renter.

H. Site. Site means the condominium unit as defined by the Declaration of Condominium.

Rules Part of Documents:

The rules form a part of the condominium documents and are binding upon the owners of condominium units, residents and guests.

Rule 1 – Park Use and Occupancy:

A. Eligible Residents Units may be occupied only by persons age fifty-five (55) or older, with the following exceptions:

1. In the case of a married or co-habituating couple, only one need be at least fifty-five (55) years of age, provided the other persons are at least forty-five (45) years of age. Once a person qualifies under this exception, they will remain a qualified resident.
2. Occupant heirs who inherit a unit from a person who has been a qualified resident of Forest Lakes provided such heirs are at least forty-five (45) years of age. Non-occupant heirs must be screened before occupancy.
3. Persons who were registered residents of Forest Lakes at the time this amendment to the Rules and Regulations was adopted.
4. Visitors to Forest Lakes, provided they are properly registered and do not occupy a unit more

than thirty (30) days in any consecutive 12-month period.

B. Number of Residents. No more than three (3) persons shall live in any one on-site RV as residents in Phase I, or more than four (4) persons in Phase II and III of Forest Lakes of Cocoa, a Condominium. All persons must qualify as eligible residents per Rule 1 A.

C. RVs Per Site. Only RVs and no more than one live-in RV shall be placed on a site in Phase I of Forest Lakes of Cocoa, a Condominium.

D. RVs Permitted. Only RVs are allowed for on-site, live-in use, in phase 1 of Forest Lakes of Cocoa, a Condominium.

E. Mobile Homes Permitted. Only doublewide mobile homes that are one (1) year old or less are permitted to be placed in Forest Lakes, of Cocoa, a Condominium, Phase II and subsequent phases, except that a doublewide mobile home more than one (1) year old may be permitted to be placed in the park if approved by the Developer in writing prior to placement.

All homes must have aluminum or vinyl type lap siding. Asphalt and fiberglass shingles are approved. Spray-on Foam type and Rubber Membrane materials, except those already installed, are not approved. Other materials can be approved with prior permission in writing of the Board. Residents installing non-approved materials without prior Board permission can be directed to remove such roofing at their own expense. Such Residents can request approval from the board.

F. Park Facilities: Use of recreational facilities and buildings is restricted to residents and their invited guests. Invited guests must be accompanied by a member of the host family or bear identification as prescribed by the Board.

Rule 2 - Site Purchase, Lease, Rent, or Gratuitous Use.

A. Site. Each prospective condominium unit purchaser, lessee, renter or gratuitous resident must fully complete and file a registration form with the Board on forms prescribed and provided by the Board upon purchasing, leasing, renting or using a unit.

B. For Sale Signs: A resident may display not more than one "for sale" sign upon a site and the size of such sign shall not exceed 430 square inches.

Rule 3 - RV and Mobile Home Appearance: In order to maintain a high standard of appearance in the park, the Board reserves the right to approve or reject an RV, or mobile home, for on-site placement in the park because of its poor condition or appearance.

Rule 4 - Set up: Set up of the RV or mobile home is the responsibility of the resident, subject to inspection and approval of the Board. Approval is expressly conditioned on completion of all approved set up activities within thirty (30) days of initial placement of the on-site RV, or mobile home including:

A. Tie Downs: Tie downs and skirting by methods approved by the Board are required for all units in the park, which are not of a transient nature. Transient is defined as being removed from the site on a frequent basis. (Stays of 6 months or shorter time period). The above does not apply to units in storage.

B. Skirting: Skirting of the RV, mobile home with aluminum or vinyl type material of such construction, design, color and installation as may be prescribed by the Board and approved in writing by the Developer to maintain or enhance a high standard of appearance in the park. For

phase II and subsequent phases, the use of stucco or berm for skirting material is acceptable. The above does not apply to units in storage.

Rule 5 - Lot Layout: RVs, mobile homes, all attachments, carports, sheds, awnings and other additions to each site shall comply with minimum lot line set-back restrictions.

Rule 6 - Location on Site: Repealed '90 3091-0327

Rule 7: Questions on Park: All notices, questions and problems having to do with the park should be addressed to the Board at the offices of the Board.

Rule 8: Utility problems: Any problems associated with utilities such as water, sewer, electric, telephone, cable TV, etc., shall be reported to the appropriate utility company. Suitable notification addressed to the Board shall also be provided by the resident for information purposes.

Rule 9: Pets: Unit owners may have only two customary household pet per condominium unit subject to the following rules hereinafter set forth.

A. License Requirements: Each pet must be licensed and inoculated in accordance with applicable laws and rules.

B. Walking pets: Each pet is to be kept within the resident's RV or mobile home except when the resident has the pet on a leash and is walking the pet.

C. Loose Pets: Any pet running loose in the park is a nuisance and may be impounded at the owner's expense.

D. Pets in Buildings: Pets are not allowed in any park building or any recreational area at any time with the exception of seeing-eye dogs.

E. Pet Excretion Clean-up: Any excretion left by a pet outdoors must be picked up immediately and disposed of in a sanitary manner by the person walking the pet.

F. Disturbances: A pet which causes any disturbance, annoyance or harm, such as barking, growling, howling, biting, squawking, quacking or any other undesirable noise which annoys or causes harm to a neighbor is a nuisance, subject to written complaint.

G. Rule violations: If a resident files a written complaint with the board to the effect that any of these pet rules have been violated and the Board determines that a violation has or is occurring, the Board shall serve the owner warning in writing to either correct the violation or to dispose of the pet. If, after a second written complaint, the board determines that the violation is continuing or that there is another violation of the same nature, the pet will be deemed to have endangered the life, health, safety, or well-being of residents and is forever barred from the park. The owner shall remove the pet from the park within two weeks.

H. Exclusion: Pets kept in an aquarium, such as fish, are excluded from these rules.

## Rule 10 LANDSCAPING Repealed 1992

### Rule 11: Site Maintenance:

In order to protect the mutual investments of residents of the park, residents shall maintain the exterior of their RV or mobile home and other approved enclosures and sites in a clean, attractive and a well-kept fashion. Residents shall comply with the following:

A. Grass and Plant Control: Each owner is responsible for mowing, trimming, watering and controlling the growth of

all grass, plants and shrubs, on his site unless other arrangements have been made by or with the board. If the Condominium Association must perform such maintenance due to the owner's failure to do so, the owner of the site shall be responsible for the cost of such maintenance and shall pay the full sum incurred by the Association plus a 20% overhead fee upon billing with his next regular owner assessment. Should any litigation, including appellate proceeding, arise out of the enforcement of this provision, the association shall be entitled to court costs and attorney fees.

B. Digging: If an owner or resident plans to do any digging on his site, the Board must be contacted first so that placement of utility lines and pipes may be pointed out. If any such utility line or pipe is damaged by an owner or resident, his agent or contractor, it shall be repaired immediately at the owner's expense. If the Condominium Association must repair such damage because of the owner's failure to immediately do so, the owner of the site shall be responsible for the cost of repairs and shall pay the full sum incurred by the association plus a 20% overhead fee upon billing with his next regular assessment. Should any litigation, including appellate proceedings, arise out of the enforcement of this provision, the association shall be entitled to court costs and attorney fees.

C. Driveway and Ground Cover Maintenance: Oil drippings and damage to driveway pavement must be repaired and cleaned by the resident as soon as is reasonably possible. If wood chips, bark, rocks, or pebbles are used as a part of the landscaping, residents shall not permit any such ground cover to spread or otherwise disperse into the streets, driveways or neighbor's sites and must remove and clean up such ground cover immediately.

If the association must perform such maintenance, due to the owner's failure to do so, the owner of the site shall be responsible for the cost of such maintenance and shall pay the full sum incurred by the association plus a 20% overhead

fee upon billing with his next regular owner assessment. Should any litigation, including appellate procedures arise out of the enforcement of this provision, the association shall be entitled to court costs and legal fees.

D. Fences: Fences or hedges on any site are prohibited with the exception of association-installed condominium perimeter security fences which are permissible.

E. Commercial Enterprise: No commercial enterprise, soliciting or peddling is allowed to be conducted in the park without the written permission of the Board. Selling of one's site is not included in this restriction.

F. Lake Front Maintenance: Lakefront residents are responsible for maintenance of any lake frontage at his site. In the event that the association must perform such maintenance due to the failure of the owner to accomplish it in a timely manner, the unit owner will be required to reimburse the Board for expenses incurred, plus an additional 20% overhead fee upon billing with his next regular owner assessment. Should any litigation, including appellate proceeding, arise out of the enforcement of this provision, the association shall be entitled to court costs and legal fees.

G. Clutter: Unsightly items including, but not limited to, overstuffed furniture, ironing boards, brooms, mops, freezers, refrigerators, washing machines, tires, ladders, picnic coolers, etc., are not permitted to remain outside the RV or mobile home or other approved enclosures.

H. Clothes Lines: No outside hanging of clothes, rugs or bedding:

(1) On Sunday.

(2) On any site except for removable, umbrella type clothes lines. The lines are not permitted to be located in the Lake front setback area. Lines must be closed (folded) when not in use and must be removed and stored in an out of sight

place when the resident leaves the unit for a period of one week or longer.

**Rule 12: Utilities:**

**A. Utility Line Maintenance:** Maintenance of all utility lines on the site which are not common elements or owned by a public utility is the site owner's responsibility, and maintenance and use of such lines must comply with applicable laws and regulations. Permission to alter existing park wiring, sewer or plumbing must be obtained in writing from the Board. Such alterations will be at the expense of the resident. The Association is responsible for the normal maintenance and replacement of utility lines and facilities which are common elements as may be needed due to normal usage and age. In the event the association must do repair work which is the direct result of negligence of a resident or a site owner, or either's contractor or agent, then the site owner shall pay the full costs for the repairs plus a 20% overhead fee upon billing with his next regular quarterly site owner assessment. Should any litigation, including appellate proceedings arise out of the enforcement of this provision, the association shall be entitled to court costs and attorney fees.

**B. Connecting to utility Lines:** The resident is responsible for all user costs related to connection of the RV or mobile home to existing on-site facilities (electrical pedestal, sewer terminal, water faucet, etc.) The resident also is responsible for all permits, deposits and charges regarding utilities including telephone, cable TV and other facilities.

**C. Sewer opening cover:** When an on-site sewer line is disconnected by a person, the on-site sewer connection must be plugged by such person with an approved type cap or plug.

D. Accessibility to Hook-up Fixtures: No person shall obstruct easy access to utility meter and utility hook-up pedestals.

Rule 13: Trash Disposal:

The dumping of any refuse on any site or common area within the park is prohibited. Refuse must be collected and retained at the RV or mobile home in a refuse can or placed in the dumpster. Refuse cans must be located on the site in an inconspicuous location with the lid fastened in place. Every effort shall be made to keep the area around the dumpster as neat as possible by making sure that all the refuse being disposed of is placed in the dumpster and that the dumpster lid is closed upon departure from the area. Any refuse containing garbage must be in a tightly closed plastic bag.

Rule 14: Aerials and Antennas:

Television and AM/FM aerials are permitted when they are attached firmly to the RV or mobile home. No aerial or antenna shall extend more than ten (10) feet above the roof of the RV or mobile home. CB and ham radio antennas are permitted with written permission from the Board. Satellite antennas of a diameter greater than three (3) feet are prohibited. Location of the satellite antenna must have the written approval of the Board.

Rule 15: Citizen Band/Ham Radio Interference:

Use of citizen band or ham radios in the park is permitted within the rules on antennas and on a non-interference basis with other devices such as TVs. In the event a ham or citizen's band radio operator causes interference on one or

more neighbor's TVs, hi-fi systems, telephones, etc., the time, date and type of interference noted should be brought to the attention of the offending party and the Board. If the interference continues, the Board will have the option of limiting the operating hours of the offending station or otherwise restricting the operation of the station.

Rule 16: Disturbing Noises:

Loud and disturbing noises including vehicular noises are prohibited. Sound equipment and musical instruments shall be tuned and/or played at a level which will not annoy other residents. Loud parties on sites are prohibited. Quiet hours shall be observed from 10:00 p.m. to 8:00 a.m.

Rule 17 - Alcoholic Beverages:

Consumption or possession of alcoholic beverages is prohibited in park buildings and recreation areas except for special occasions approved by the Board in writing prior to the event.

Rule 18: Drug Use:

Unlawful use of any drug or narcotic substance in the park is prohibited and will be reported to the appropriate law enforcement agency.

Rule 19: Vehicle Control:

A. Identification: Each motor vehicle, watercraft, and trailer must bear identification prescribed by the Board.

**B. Parking on Streets:** Parking on streets of the park is prohibited. Residents may not park their own vehicles in guest parking areas except to accommodate guest vehicles on their own site or for other good cause as determined by temporary written permission of the Board.

**C. Parking Near Park Facilities:** Parking vehicles at park facilities (such as laundry) when not using such facilities is prohibited.

**D. Parking:**

(1) RVs which are not used as a single site residence, trailers, motor homes, trucks, watercraft must bear identification as prescribed by the Board, must not be parked in guest parking spaces or on the resident's site, except as set forth below. They may only be parked in such areas as designated by the Board. An exception to this rule will be granted by the Board if the vehicle is the sole means of transportation for the resident. Watercraft may be stored in the lakefront setback area of unit owner's site while the residence is being occupied.

(2) Short term parking of RVs (one or two days) is permitted on the site for loading or unloading purposes. Residents may park on their sites at all times, such number of passenger type motor vehicles including vans and pick-up trucks as will fit on their paved driveway without extending beyond their property line onto the street.

(3) No overnight parking on lawns is permitted. Neither residents nor their guests may park any vehicle on another resident's site or a vacant site without the owner's express permission. Guests shall park in guest parking areas, or on their host's site.

**E. Speed Limit:** For the safety and well-being of the residents, the speed limit is ten (10) miles per hour (16 km per hour) on one-way streets and fifteen (15) miles per hour on two-way streets.

F. Safety requirements: All motor vehicles must meet legal safety requirements in order to be operated in the park.

G. Unusable (Junk) Vehicles: Motor vehicles which do not display current registration (license tag) are prohibited in the park.

H. Vehicle Repairs: Vehicle repair and maintenance on a site is permitted until an area for such purpose is designated by the Board. Continuous use of any such area by any resident for a period longer than one day is discouraged and longer than two days is prohibited. Washing and polishing of vehicles is permitted on the site.

I. Insurance: All motor vehicles operated in the park must have public liability and property damage insurance to the limits as required by the state or province in which the vehicle is registered. The board may prohibit the operation of a motor vehicle in the park if, upon request of the Board, proof of such insurance covering the vehicle cannot be provided by a resident. Any such uninsured vehicle shall not be driven in the park again until proof of insurance is provided to the Board.

J. Motorcycles, Motorscooters, and other Motorized Vehicles: Abusive or careless use of motorcycles, motorscooters, mini-bikes, mopeds, golf carts, in the park is prohibited. Adults may operate any such vehicles in the park. Children under the age of sixteen (16) may not operate any such vehicle unless they have a valid driver's license.

K. Bicycles: Safe bicycle riding is permitted. Bicycle riding on sidewalks and game areas is prohibited.

L. Commercial Signs: Only signs approved by the Board may be displayed on resident's vehicles in the park.

Rule 20: Children Guests:

- A. Hosts Responsibility: Children guests are the responsibility of the host resident.
- B. Behavior of Children: Children must be quiet and orderly and are not to be allowed on other resident's property, on vacant sites, or to do anything which might be cause for complaint.

Rule 21: Additions and Alterations:

- A. Alteration of Site: No alterations or additions may be made on a site which is prohibited by applicable laws, ordinances, rules and regulations or the Declaration of Condominium.
- B. Sheds: One shed of a design, size and construction prescribed by the Board, may be placed on each site at a location prescribed by the Board in Phase I. The design and construction of the shed shall be done in such a way so as to obtain uniformity and aesthetic compatibility. All sheds in Phase II and subsequent phases must be an integral part of the mobile home and conform to all requirements of applicable laws, ordinances, rules and regulations or the Declaration of Condominium.
- C. RV and Mobile Home Alterations: No exterior modifications may be made to the single on-site RV or mobile home without written approval of the Board.
- D. Additions to RVs and Mobile Homes: subject to conditions and restrictions of these rules and the laws of Florida, awnings, carports, screen-rooms, Florida rooms, roof-overs and open porches are permitted.
- E. Materials: All additions and accessories must be of a painted aluminum metal, anodized aluminum, plastic, glass

or vinyl type material. Use of wood materials for the exterior is prohibited. This rule is not intended to prohibit the use of wood materials for the construction of a deck or dock.

F. (1) Docks: Owners of lake front units are permitted to construct a dock provided said dock does not extend more than 15 feet into the lake as measured from the rear (lake front) lot line. A dock shall contain a surface area of no more than ninety (90) square feet in the area beyond the rear (lake front) lot line. Materials for the construction shall be pressure treated wood or other suitable materials approved by the county building code for rot resistance and maintenance free properties, (i.e., Trek Decking). For safety, a dock may have the same open type railing (no more than three (3) feet high) construction as the deck. No dock shall be constructed without the prior written approval of the Board.

F. (2) Decks: (This rule applies only to structures in the ten (10) foot lakeside set-back area.) Owners of lakefront units are permitted to construct a deck on the lake front side of their property provided said deck does not extend beyond the rear (lake front) lot line. The surface area of a deck shall be no more than one hundred sixty (160) square feet (Phase I) and no more than three hundred twenty (320) square feet (Phase II and higher phases). For purposes of these rules, the deck area is defined to be the average width of the deck times the set-back distance ten (10) feet. The floor level of the deck must not exceed the level of the concrete pad (or the ground level under the main unit if no pad exists) and must not extend beyond the rear lake lot line. The material for the construction of the deck must be pressure treated wood or other suitable materials approved by the county building code for rot resistance and maintenance free properties (i.e. Trek Decking) and be maintained in a natural color. Deck railings are also permitted but must be between thirty (30) inches to thirty-six (36) inches in height and must be of an open type, construction. Deck railings shall be of the same material as the deck to maintain proper aesthetic value.

Railing enclosures such that a three (3) inch ball can pass through and must have at least sixty (60) percent open area. No dock or deck construction shall be started prior to obtaining the written approval of the proposed plan by the Board. It is required that a permit be acquired from the county prior to beginning the construction of a deck.

F. (3) Materials: Deck and dock wood materials shall conform to the American Wood Preservers Association recommended retentions which are as follows:

<u>APPLICATION</u>	<u>RETENTION</u>
<u>USES</u>	Lbs./cu ft
Above Ground deck flooring, etc.	.25
Ground contact, etc. posts, landscape timbers	
Fresh water contact docks retaining walls, piers, etc.	.60
Piles – ground or fresh water contact	.80

G. Sea Wall: Construction of a sea wall is permissible at a height of twelve (12) inches above the weir, in a line in continuance with existing sea walls. If no sea wall presently exists near the property, the location shall be in conformance with the general existing lake shore line. Any deviation shall require the written approval of the Board of Directors.

#### Rule 22 - Lake:

A. Motors: Electric motors may be used on watercraft. All other types of motors are prohibited on the lake.

B. Unattended Lines: Leaving unattended lines in the lake is prohibited.

C. Diversion of Water: Repealed 1990

D. Watercraft Safety Rules: Boat users must comply with Florida watercraft safety rules and requirements.

Rule 23 - Miscellaneous:

A. Sales: "Auction", "Moving", "Lawn", "Patio", "Garage" and other similar types of sales are prohibited except in such areas as are designated by the Board.

B. Fires: Open fires are prohibited. For purposes of these rules, controlled barbecue grill fires are not considered to be open fires.

C. Smoking: Smoking in park buildings is prohibited.

D. Wells: Water wells are prohibited

E. Firearms: Discharge of air pistols/rifles, firearms or fireworks in the park is prohibited.

F. Drainage: No alteration of the natural drainage shall be done which will interfere with drainage of other park property or neighbor's sites.

G. Insurance Considerations: A site owner shall not permit or suffer anything to be done on his site which will increase the cost of insurance on another site or common area, facility or building in the park.

H. General Restrictions: Any activity, condition or anything that adversely affects the life, health, safety, morals, or well-being of residents in the park is prohibited.

In addition to the foregoing, all applicable County setback requirements will be strictly enforced.

**Rule 24 - Setbacks:** The setback requirements for RV lots are five feet (5') from and perpendicular to the side and rear lot lines and ten feet (10') along the front (road) lot line. The setback requirements for a mobile home are 7.5 feet from and perpendicular to the side and rear lot lines and 20 feet along the front (road) lot line. Nothing shall be constructed between the setback and lot lines. No part of an RV, mobile home, Florida room, porch, shed, or other addition, improvement, or article including but not limited to awnings, cabanas, tables, chairs, barbecue grills, clothes line fixtures, that is higher than three feet above ground level shall be placed or extend into or permitted to remain in an area between the rear lot line of lakefront sites and a perpendicular setback of ten feet (10) there from.

In addition to the foregoing, all applicable county setback requirements will be strictly enforced.

Units 101, 104, 106, 116 and 200 encroach into the setback areas as set forth in Exhibit A attached hereto.

Said encroachment shall not be considered a Violation of Rule 24.

**Rule 25: Swimming Pool,**

Anyone using the swimming pool must adhere to the following rules:

**A.** Only residents and invited guests are allowed in the pool. Guests must be accompanied by a member of the host family residing at the site or bear identification as prescribed by the board.

**B.** There is no lifeguard; swimmers use the pool at their own

risk.

- C. Children age fourteen (14) and under, must be accompanied by an adult. Children unable to swim must wear a flotation device.
- D. Babies must wear protective diapers and rubber or plastic pants at all times in the pool.
- E. Suntan lotions are not permitted in the pool.
- F. Food and drinks are not permitted in the pool. Glass or porcelain containers are not permitted in the pool area.
- G. Jumping or diving into the pool is not permitted. No running in the pool area or rough play in or out of the pool.
- H. Pets are not permitted in the pool area.
- I. Adult sized rafts and large toys are not permitted.
- J. Pool hours are from 7:00 A.M. to dusk.
- K. Showers must be taken before entering the pool.
- L. Pool capacity: Twenty Two (22) Persons.

Rule 26: Rule Violations:

- A. If a resident files a complaint with the manager or the Board to the effect that any provisions of these rules have been violated, and the manager has reasonable cause to believe that a violation has or is occurring, the manager shall serve the alleged violator warning in writing to cease and desist. If necessary, follow-up action shall be taken by the Board in accordance with Condominium Document, By-Laws of the Forest Lakes of Cocoa Condominium Association, Article XVII, Rules and Regulations, Section 2

(b), (c).

B. If after due notice in writing by the manager, the alleged violator fails to abide by the applicable provision of the Declaration, The Association By-Laws, or the Rules and Regulations of the Association, the Board may take the following action:

(1) After reasonable notice of not less than fourteen (14) days to the alleged violator (owner of a unit or its occupant, licensee, or invitee), he shall be afforded the opportunity to appear before the Board for a hearing. Hearing notice shall include:

(a) A statement of the date, time and, place of the hearing.

(b) A statement of the provision of the Declaration, Association By-Laws, Rules and Regulations, which have allegedly been violated.

(c) A statement of the nature of the alleged violation asserted by the Board.

(2) The notice may be delivered in person or by certified mail.

(3) The party alleged to have committed a violation shall have an opportunity to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Board.

(4) Subsequent to the hearing, the Board may impose fine(s) in such reasonable sums, not to exceed fifty (50) dollars per violation, against violators of the Declaration of Condominium, By-Laws, Rules and Regulations. The Board may levy additional fine(s) for each day a violation continues after first written notice by the manager or the Board.

Rule 27 - Unit Owner Participation in Board Meetings, Committee Meetings, and Unit Owner Meetings.

To conform with the requirements of F.S. 718 Section 112, the Board shall:

- A. Conduct town meetings to inform unit owners of proposed changes in policy, rules and regulations, amendments to condo documents and to hear their advice on all business matters coming before the Board of Directors.
- B. Permit any unit owner time to present his/her position on any agenda item or to address other issues or problems at the Unit Owner's, Board, or Committee meetings. A written request which identifies the presenter, the subject to be addressed and an estimate of a reasonable time necessary for the presentation shall be forwarded to the Chairperson of the Unit Owner's meeting, Board meeting, or committee meeting at least five (5) hours in advance of the meeting.
- C. Permit unit owners to speak during Unit Owner's, Board, or committee meeting in reference to any item on the agenda in accordance with the following:
  - (1) Any motion or matter placed before the Board or committee and which has been previously discussed by Board or committee members shall then, at the invitation of the chair, be addressed by Unit owners prior to the vote or action of the Board or committee members.
  - (2) Each speaker shall be limited to three (3) minutes for his/her comments on items under consideration.
  - (3) A Unit owner shall not be permitted to

speak a second time on the motion or matter until all others in attendance have been privileged to speak.

(4) A Unit owner shall not be permitted to speak more than twice on the same motion or matter.

(5) All speakers will address only the business under consideration. Remarks about or to individuals will not be permitted.

D. Prior to the end of each meeting, the chair shall invite Board members, committee members and Unit owners to make suggestions and comments on any matter relative to the general welfare of the Association.

**Amendments to the Declaration in the Condominium Documents during the past several years.**

**10. Assessments**

**10.4 Lien.** The Association shall have a continuing lien on each Condominium Unit for any unpaid assessments, together with interest thereon, against the Unit Owner of such Condominium Unit. Reasonable attorneys' fees incurred by the Association incident to the collection of assessment or the enforcement of such liens including litigation, arbitration and appellate proceedings, together with all sums advanced and paid by the Association for taxes and payments on account of mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its continuing lien shall be payable by the Unit Owner and secured by such continuing lien. The Association's continuing lien shall also include those sums advanced on behalf of a Unit Owner on payment of his obligation. The Board of Directors may take such action as they deem necessary to collect assessments by personal action, or by enforcing foreclosing and continuing liens, and may settle and compromise the same, if in the best interest of the Association. Said continuing liens shall be effective as and, in the

manner provided for by the Condominium Act and shall have the priorities established by said Act, except as herein provided. The Association shall be entitled to bid at any sale pursuant to a suit to foreclose an assessment lien.

**10.5 Liability of Institutional Mortgagee.** The continuing lien of the assessments provided for herein upon any Unit shall be subordinate to the lien of any first mortgage and to no other recorded mortgages or liens which have not

already been recorded in the Public Records of Brevard County, Florida, prior to the date this amendment is recorded and becomes effective. The continuing lien of the Association for any assessments is subordinate to such first mortgage or previously recorded mortgages subject to the provisions of *FLA. Stat.* Section 718.116, as may be amended, provided said mortgagee properly names the Association in any action to foreclose the subject mortgage. Any monetary obligations, including assessments, not collected as a result of the foreclosure of such a mortgagee as noted above taking title to a Unit following a foreclosure of its first mortgage or previously recorded mortgage or by acceptance of a deed in lieu of foreclosure pursuant to the provisions of Chapter 18, *Fla. Stat.*, as same may be amended, shall be deemed a common expense collectible from all Owners, including the acquiring mortgagee, on a *pro-rata* basis.

The title of any other party taking title to a Unit at the foreclosure sale of such a mortgage or other lien aside from that for unpaid real estate taxes shall be subject to *in rem* liability for the payment of all monetary obligations due and owing on said Unit at the time of the foreclosure sale or conveyance, including any assessments, as well as any and all of those monetary obligations, including assessments, coming due thereafter Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility, nor the Unit from the lien for assessments thereafter falling due.

No sale or transfer shall release such Unit from liability for any assessment thereafter becoming due. A foreclosure sale, or a proceeding *lieu* thereof, shall not, however, extinguish the personal liability of the Owner whose interest was foreclosed for any assessment upon the Unit which became due prior to the date of such sale.

**12. Sale and Rental of Condominium Units.** There are restrictions placed herein regarding an Owner's right to sell or rent his Condominium Unit. In order to effectuate the purposes of said Rules and Regulations, to maximize compliance with the use restrictions provided in this Declaration, in the By-Laws and in said Rules and Regulations, as well as to endure that the Association is and at all times remains a valid housing opportunity for older persons, the Board of Directors is authorized to screen in advance all proposed leases, sales and other transfers of Units and to approve or disapprove in writing all proposed changes in occupancy of every Unit in the Condominium. Notwithstanding any other provision contained herein to the contrary, the Board of Director is empowered to adopt reasonable rules and regulations and forms for use to facilitate the proper exercise of this power. Approval or disapproval of a proposed change in occupancy shall be given no later than ten (10) business days after a completed request has been properly submitted to the Board, or the change in occupancy shall be deemed approved. In the event that a change of occupancy occurs prior to obtaining written approval, such request for a change in occupancy shall be deemed withdrawn and the occupant shall immediately and permanently vacate the Unit.

No time sharing plan as the term is defined in Chapter 721, Florida Statute, as amended from time to time, or any similar plan of fragmented or interval ownership of a lot shall be permitted on the Property, and no attempt to create the same by lease or otherwise shall be allowed. All short-term rentals and licenses which are for less than a twelve (12) month period, are strictly prohibited. Owners and tenants are prohibited from listing or advertising a lot, whether directly or through a third-party, as being available for short-term rental and license. Without limitation, this provision is intended to prohibit lot use, listings,

and arrangements similar to and including those associated with AirBnB, VRBOO, and other short-term rental/license companies, applications, and websites. Upon reasonable suspicion of a violation of these provisions, the Board of Directors may require an Owner and/or tenant to provide a notarized sworn statement, under penalty of perjury, affirming the lot is not, has not, and will not be used for these purposes. Said affirmation must be provided in a form acceptable to the Board, in its sole discretion. Failure to provide said affirmation within fourteen (14) days of such request by the Board shall constitute an independent violation of this Declaration and shall further establish a rebuttable presumption that the Owner and/or tenant has violated these provisions. The burden of proving said rebuttal shall be borne by the Owner and/or tenant by a preponderance of evidence.